

**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**JOINT CRAFTS COUNCIL**

**(Representing Construction Crafts Employees)**

**January 1, 1999 through December 31, 2001**

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**(Representing Construction Crafts Employees)**

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This Agreement is by and between King County, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of the following Unions, hereinafter individually referred to as the Union, each on its own behalf and on behalf of its own definition of "employee" as set forth within Article 3.1 of this Agreement representing those employees commonly referred to as the Construction Crafts employees employed in the Roads Services and Fleet Administration Divisions of the Department of Transportation, the Solid Waste Division of the Department of Natural Resources, the Department of Construction and Facilities Management, the Department of Information and Administrative Services, the Maintenance and Facilities Division of the Department of Parks and Recreation, the Department of Community and Human Services, the Department of Adult and Juvenile Detention and Seattle King County Public Health. This Agreement is subject to approval by the Metropolitan King County Council.

\* Pacific Northwest Regional Council of Carpenters

\* International Association of Machinist & Aerospace Workers District No. 160,  
Local No. 289

\* International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,  
Forgers and Helpers Lodge No. 104

\* International Brotherhood of Electrical Workers Local No. 46

\* International Brotherhood of Teamsters Local No. 117

- 1           \*   International Union of Operating Engineers Local No. 302
- 2           \*   International Brotherhood of Painters & Allied Trades District Council No. 5
- 3           \*   United Association of Plumbers & Pipefitters Local No. 32
- 4           \*   Hotel Employees & Restaurant Employees (H.E.R.E). Local No. 8
- 5           \*   International Union of Operating Engineers Local No. 286
- 6           \*   Public Service and Industrial Employees Local No. 1239

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**ARTICLE 1: PURPOSE**

**1.1** The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Unions. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

**ARTICLE 2: NON-DISCRIMINATION**

**2.1** The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, or disability.

1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2       **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
3 representative of all employees whose job classifications are in the work units listed in the attached  
4 Appendixes.

5       **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this  
6 Agreement who are members of the Union in good standing on the effective date of this Agreement  
7 will remain members in good standing and those who are not members on the effective date of this  
8 Agreement will on the thirtieth (30) day following the effective date of this Agreement become and  
9 remain members in good standing in the Union or pay fees to the Union to the extent permitted by  
10 law. It will also be a condition of employment that all employees covered by this Agreement and hired  
11 or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day following  
12 the beginning of such employment become and remain members in good standing in the Union or pay  
13 fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this  
14 section will require employees to join the Union who can substantiate, in accordance with existing law,  
15 bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union  
16 organizations. Such employees will pay an amount of money equivalent to regular Union dues and  
17 initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by  
18 the employee and the Union. Employees will furnish proof to the Union each month that such  
19 payment has been made.

20       **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
21 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a  
22 written request for discharge and verifies that the employee received written notification of the  
23 delinquency including the amount owing, the method of calculation, and the notification that the non-  
24 payment after a period of no less than seven (7) days will result in discharge by the County. A copy of  
25 each written notification will be mailed to the County concurrent with its mailing to the employee.

26       **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
27 employee, the County will have deducted from the pay of such employee the amount of dues and  
28 initiation fees as certified by the Union and will transmit the amount to the Union.

1           **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
2 claims made and against any suit instituted against the County on account of any check-off of dues and  
3 initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error  
4 upon presentation of proper evidence thereof.

5           **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or  
6 promoted into a position included in the bargaining unit to sign a form which will inform them of the  
7 Union 's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy will  
8 be given to the employee and the original will be sent to the Union. The County will notify the Union  
9 when an employee leaves the bargaining unit.



**ARTICLE 4: MANAGEMENT RIGHTS**

**4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

**4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline employees for just cause; direct and assign the work; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and workweek schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

**ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

**5.1 Wage Rates** - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendixes "A" through "O" which are attached hereto and made a part of this Agreement.

**5.2 STEP Advancement** - An employee may be hired at STEP 1 of the wage range provided under the appendix covering the classification or above STEP 1 as provided under the County's Personnel Guidelines. Upon completion of the probationary period, the employee will move from the initial STEP hired to the next wage STEP in the wage range. STEP increases thereafter will be annually unless otherwise provided in the appendix until the top STEP is reached. An employee working less than the full-time will receive STEP increases prorated based on the full-time work schedule of the work unit.

**5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a higher paying classification will be placed into the pay STEP providing no less than a four and one-half percent (4-1/2%) increase in his/her rate of pay not to exceed the top pay STEP of the higher paying classification.

**5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a temporary employee will be eligible for the medical portion of the Health and Welfare Trust as provided under the appendix. The temporary employee may receive other compensation provided under King County Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

**5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant regular positions.

**5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the rates of pay set forth within Appendices "A" through "O" of this Agreement will be increased by ninety percent (90%) CPI-W, U.S. All Cities based on September to September figures of the prior year; provided, however, said percentage increase will not be less than two percent (2%) nor will it exceed six percent (6%). In the event that the King County Council adopts an ordinance which contains a different COLA index which affects employees who are not eligible for interest-arbitration,

1 the Union will be so notified and if, after bargaining, the Union wants the new COLA index, the new  
2 COLA index will replace the old COLA index.

3       **5.7 Out-of-Classification** - An employee assigned in writing by the manager/designee to  
4 perform on a temporary basis the preponderance of duties of a higher paid classification under this  
5 Agreement will be paid at the first STEP of the higher paid classification that provides an increase of  
6 at least five percent (5%) above his/her base hourly rate of pay. In the event that the employee works  
7 out-of-classification in excess of thirty (30) continuous days, all compensated hours will be at the  
8 higher rate of pay. Such assignments will not be used to supplant positions or violate Union  
9 jurisdictional rights. An employee assigned by the manager/designee to perform the duties of a lower  
10 paid classification on a temporary basis will not have a reduction of wages.

11       **5.8 Lead Assignment** - An employee assigned in writing by the manager/designee to perform  
12 lead duties will be paid seven and one-half percent (7.5%) above his/her base, hourly rate of pay. In  
13 the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated  
14 hours will be at the higher rate of pay. This provision will be superceded by lead level classifications in  
15 the attached appendices, if such classifications have a higher wage rate.

**ARTICLE 6: HOURS OF WORK**

**6.1 Standard Five-Eight (5-8) Workweek Schedule** - The standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per week, Monday through Friday inclusive.

**6.1.1 Four-Ten (4-10) Workweek Schedule** - There may be established a workweek comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period. An established four-ten (4-10) workweek will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.

**6.1.2 Additional Workweek Schedules** - By mutual agreement, additional workweek schedules may be established for each appendix.

**6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

**6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

**6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

**6.3 Bid Postings** - All newly established on-going workweek schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the workweek schedule, shift or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining workweek schedules, shifts or vacancies by using inverse seniority order. Changes to workweek schedules or shifts will normally require a two (2) week notice to affected employees. Work units will be defined in each appendix.

**6.3.1 Altering of Work Schedule** - No employee will have his/her workweek schedule

1 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
2 change as provided in 6.3. No employee will be required to work on his/her scheduled day off in lieu  
3 of the employee's scheduled work day. An employee will not receive overtime pay for working on  
4 Saturday or Sunday if either one or both of the days are part of his/her regular workweek schedule.

5 **6.4 Planned Workweek Schedule and/or Shift Change** - The manager/designee may  
6 temporarily change an employee's workweek and/or shift for planned projects. Such change will  
7 normally require at least two (2) weeks notice to the employee.

8 **6.5 Unanticipated/Workweek Schedule and/or Shift Change** - Normally, at least eight (8)  
9 hours of advance notice will be given to an employee prior to temporarily changing the employee's  
10 workweek schedule and/or shift to perform unanticipated projects and/or operations. In the event of  
11 snow removal, flood control, sanding, or other operations due to acts of nature which may or may not  
12 be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice  
13 will not be required.

14 **6.6 Alert Status** - When Alert Status is called and implemented more than four (4) hours  
15 prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her Alert  
16 Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in  
17 Article 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular  
18 shift, the employee will be compensated at the overtime rate of pay for only the hours immediately  
19 preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight  
20 time hours during the Alert Status shift, whichever is greater.

21 **6.6.1 Overtime While in Alert Status** - An employee who is assigned to work an Alert  
22 Status shift will not be eligible to receive overtime pay in excess of that provided for within Section  
23 6.6 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or ten (10)  
24 hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or forty (40)  
25 hours in a workweek.

26 **6.6.2 Implementation of Alert Status** - Notwithstanding the provision of Section 7.6.1,  
27 implementation of Alert Status will be considered to have taken place when the work hours of the  
28 employee's normal shift have been altered without the required advance notification.

1           **6.6.3 Compensation and Breaks While in Alert Status** - An employee who is assigned to  
2 work an Alert Status shift will be compensated for all hours assigned to the shift inclusive of all  
3 breaks. Meal and rest periods will be taken in accordance with the provisions of this Agreement and  
4 applicable laws and regulations.

5           **6.6.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of Alert  
6 Status may be of varying duration but will be at least eight (8) hours.

7           **6.6.5 Shift Premium** - Work performed under Alert Status will not be subject to shift  
8 premium pay as described in Sections 6.2.1 and 6.2.2.

**ARTICLE 7: OVERTIME AND PREMIUMS**

**7.1 Overtime** - An employee on a 5-8 workweek schedule will be compensated at the rate of one and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to the holiday pay). An employee on a 4-10 workweek schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess of ten (10) hours per day or forty (40) hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

**7.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular employees prior to all other employees except in those instances where full-time regular employees are not readily available. Readily available is defined as: the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.

**7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to work his/her next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such hours worked but may receive no pay for the regularly scheduled shift from which he/she was relieved.

**7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. In accordance with Law all requests for compensatory time off in lieu of overtime pay must be initiated by the employee. Compensatory time off in lieu of overtime pay will be earned at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked.

**7.5 Overtime Authorization** - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee.

1  
2       **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for  
3 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the  
4 overtime rate.

5       **7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the  
6 work premises and is subsequently required to report back to work prior to his/her normally scheduled  
7 shift. An employee who is called out before the commencement of his/her regular shift will be  
8 compensated in accordance with the provisions of Section 7.5; provided, however, in the event the  
9 employee is called back to work within four (4) hours of his/her regular shift, the employee will be  
10 compensated at the overtime rate for only the hours immediately preceding the start of his/her regular  
11 shift.

12       **7.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift  
13 or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be  
14 compensated as overtime. In the event this overtime work is accomplished prior to the normal  
15 working hours and the employee subsequently works his/her regular shift, the regular shift will be  
16 compensated at the employee's regular, hourly rate of pay.

17       **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by  
18 written authority of the manager/designee, will be entitled to four (4) hours pay at the overtime rate  
19 for each twenty-four (24) hour period or major portion thereof while on standby status. Any work  
20 performed on non-duty days while on standby status will be compensated at the overtime rate for  
21 actual time worked. An employee who is required in writing to be readily available to be called into  
22 work and/or who is required to wear a "beeper" outside of his/her regular work hours will be  
23 considered to be on standby status.



**ARTICLE 8: HOLIDAYS**

**8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") who work a full-time workweek schedule will be granted the following holidays with pay:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday and as approved by the Council.

**8.1.1 Part-time Employees** - Regular, probationary, provisional and term-limited temporary employee (herein referred to as: ("leave eligible employees")) who work a part-time workweek schedule will be granted each of the holidays with pay as provided for within Sections 8.1 and 8.4 prorated to reflect their normally scheduled work day.

**8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a leave eligible employee's regularly scheduled day off, such employee will receive compensation for the holiday as provided under Section 8.1 and 8.1.1.

**8.3 4-10 Employees** - A (leave eligible) employee on a 4-10 workweek schedule will have two (2) hours of his/her accrued vacation leave paid in order to be compensated ten (10) hours for each holiday identified within Section 8.1.

1           **8.4 Floating Holidays** - Leave eligible employees, will receive two (2) additional personal  
2 holidays (16 hours) to be administered through the vacation plan. These two (2) holidays will be  
3 added to accrued vacation on the first of October and the first of November of each year. These days  
4 will be used in the same manner as any vacation day earned.

5           **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular  
6 workweek schedule is Monday through Friday, holidays falling on a Saturday will be observed on the  
7 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For  
8 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a  
9 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

10           **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of  
11 ninety-six (96) hours of holiday pay in any one (1) calendar year.

**ARTICLE 9: VACATIONS**

**9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as described in and further qualified by this section.

<b>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</b>		
<b>Full Years of Service (Beginning)</b>	<b>Working Days Per Year</b>	<b>Hours based on 40 hr workweek</b>
<b>0-5</b>	<b>12</b>	<b>96</b>
<b>6</b>	<b>15</b>	<b>120</b>
<b>9</b>	<b>16</b>	<b>128</b>
<b>11</b>	<b>20</b>	<b>160</b>
<b>17</b>	<b>21</b>	<b>168</b>
<b>18</b>	<b>22</b>	<b>176</b>
<b>19</b>	<b>23</b>	<b>184</b>
<b>20</b>	<b>24</b>	<b>192</b>
<b>21</b>	<b>25</b>	<b>200</b>
<b>22</b>	<b>26</b>	<b>208</b>
<b>23</b>	<b>27</b>	<b>216</b>
<b>24</b>	<b>28</b>	<b>224</b>
<b>25</b>	<b>29</b>	<b>232</b>
<b>26</b>	<b>30</b>	<b>240</b>

**9.1.1** Notwithstanding the vacation leave schedule set forth in Section 9.1, regular employees, who were employed on or before December 31, 1995 and have completed at least three (3) but less than five (5) full years of service will accrue fifteen (15) days of vacation leave per year. At the end of the fifth full year of service, such employees will accrue vacation leave as set forth in Section 9.1.

1           **9.1.2 Part-time Employees** - Leave eligible employees who work a part-time workweek  
2 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section  
3 9.1 prorated to reflect their normally scheduled workday.

4           **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date of  
5 hire in a benefit eligible position.

6           **9.3 Maximum Accrual** - Leave eligible employees who work a full-time workweek schedule  
7 may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time  
8 workweek schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally  
9 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual  
10 amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum  
11 amount will result in forfeiture of the vacation leave beyond the maximum amount. However,  
12 vacation leave beyond the maximum amount will be allowed by the manager/designee if the carry over  
13 is because of cyclical workloads, work assignments or other reasons as may be in the best interests of  
14 the County.

15           **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave  
16 until he/she has successfully completed his/her first six (6) months of County service. If a leave  
17 eligible employee leaves County employment prior to successfully completing his/her first six (6)  
18 months of County service, he/she will forfeit and not be paid for accrued vacation leave. A leave  
19 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the  
20 maximum accrual amount if the employee has successfully completed his/her first six (6) months of  
21 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the  
22 employee's rate in effect upon the date of leaving County employment less mandatory withholdings.

23           **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and  
24 such use or payment is consistent with the provisions of this Article.

25           **9.6 Outside Employment** - No employee will work for compensation for the County in any  
26 capacity during the time that the employee is on vacation leave.

27           **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour  
28 increments, at the discretion of the manager/designee.

1           **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by  
2 death of an employee with accrued vacation leave and who has successfully completed his/her first six  
3 (6) months of County service, payment of unused vacation leave up to the maximum accrual amount  
4 will be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW  
5 Title 11.

6           **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
7 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
8 employees while maintaining the efficient functioning of the work unit.

9           **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
10 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive  
11 sick leave for that time, he/she must notify the manager/designee on the first day of the injury or  
12 illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.  
13 However, if it is physically impossible to give the required notice on the first day, notice must be sent  
14 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A  
15 doctor's statement or other acceptable proof of the injury or illness, while on vacation or  
16 compensatory time off must be presented regardless of the number of days involved.

**ARTICLE 10: SICK LEAVE**

**10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system that allows sick leave accruals to begin the first day of employment, such change will be implemented.

**10.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

**10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments, at the discretion of the manager/designee.

**10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by leave eligible employee.

**10.5 Restoration following Separation** - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should the regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

**10.6 Pay upon Separation** - A leave eligible employee who has successfully completed at least five (5) years of County service and who retire as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

1           **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick  
2 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the  
3 County's workers compensation program, then the employee has the option to augment or not  
4 augment time loss payments with the use of accrued sick leave.

5           **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
6 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an  
7 employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to eighty  
8 (80) hours of accrued sick leave.

9           **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
10 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
11 by his/her manager/designee.

12           **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

13               A. The employee's bona fide illness; provided, that an employee who suffers an  
14 occupational illness may not simultaneously collect sick leave and worker's compensation payments in  
15 a total amount greater than the net regular pay of the employee;

16               B. The employee's incapacitating injury, provided that:

17                     1. An employee injured on the job may not simultaneously collect sick leave  
18 and worker's compensation payments in a total amount greater than the net regular pay of the  
19 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
20 pay through the use of sick leave will be deemed on unpaid leave status;

21                     2. An employee who chooses to augment workers compensation payments  
22 with the use of accrued sick leave will notify the workers compensation office in writing at the  
23 beginning of the leave;

24                     3. An employee may not collect sick leave and worker's compensation time  
25 loss payments for physical incapacity due to any injury or occupational illness which is directly  
26 traceable to employment other than with the County.

27               C. Exposure to contagious diseases and resulting quarantine.

28               D. A female employee's temporary disability caused by or contributed to by pregnancy

1 and childbirth.

2                   E. The employee's medical, ocular or dental appointments, provided that the  
3 employee's manager/designee has approved the scheduling of sick leave for such appointments.

4                   F. To care for the employee's eligible child if the child has an illness or health condition  
5 which requires treatment or supervision from the employee;

6                   G. To care for other family members, if:

7                         1. The employee has been employed by the County for twelve (12) months or  
8 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
9 months,

10                        2. The family member is the employee's spouse or domestic partner, the  
11 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
12 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
13 employee, the employee's spouse or domestic partner; and,

14                        3. The reason for the leave is one of the following:

15                                 a. The birth of a son or daughter and care of the newborn child, or  
16 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
17 within twelve (12) months of the birth, adoption or placement;

18                                 b. The care of the employee's child or child of the employee's spouse  
19 or domestic partner whose illness or health condition requires treatment or supervision by the  
20 employee; or

21                                 c. Care of a family member who suffers from a serious health condition.

22                   H. Leave eligible employees who do not qualify for use of sick leave as provided under  
23 10.10.G can use sick leave in the maximum amount of three (3) days for each instance when an  
24 employee is required to care for an immediate family member who suffers from a serious health  
25 condition.

26                   **10.11 Unpaid Leave** - An employee may take a total of up to eighteen (18) work weeks  
27 unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections  
28 10.10.F and 10.10.G combined, within a twelve (12) month period. The leave may be continuous,



1 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.

2 Intermittent leave is subject to the following conditions:

3           **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child  
4 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
5 only if authorized by the employee's manager/designee.

6           **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced  
7 schedule when medically necessary due to a serious health condition of the employee or family  
8 member of the employee; and

9           **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
10 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical  
11 treatment, the manager/designee may require the employee to transfer temporarily to an available  
12 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
13 that better accommodates recurring periods of leave than the regular position of the employee.

14           **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)  
15 workweek family medical leave entitlement.

16           **10.11.2 Insurance Premiums** - The County will continue its contribution toward health care  
17 during any unpaid leave taken under Section 10.11.

18           **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid  
19 family or medical leave within the time provided in this Article is entitled, subject to layoff provisions,  
20 to:

21           **A.** The same position he/she held when the leave commenced; or

22           **B.** A position with equivalent status, benefits, pay and other terms and conditions of  
23 employment; and

24           **C.** The same seniority accrued before the date on which the leave commenced.

25           **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date of the  
26 leave of absence may be cause for removal and result in termination of the employee from County  
27 service.

28           **10.12 Provider Certification** - The manager/designee and employee is responsible for the

proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

**10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

**ARTICLE 11: PAID LEAVES**

**11.1 Donation of Leaves** - Donation of vacation leave hours and donation of sick leave hours.

**A. Vacation leave hours.**

**1. Approval Required** - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**2. Limitations** - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

**3. Return of Unused Donations** - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

**B. Sick leave hours.**

**1. Written Notice Required** - An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

**2. Minimum Leave Balance Required (Donor)** - No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

**3. Return of Unused Donations** - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

**C. No Solicitation** - All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

**D. Conversion Rate** - All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion.

**11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided;

**1. Notification** - The employee gives the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

**2. Provider Certification** - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

**11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

**11.3 Bereavement Leave**

**A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a year, due to death of a member of his/her immediate family.

2                   **B. Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for  
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of  
4 three (3) working days for each instance when death occurs to a member of the employee's immediate  
5 family.

6                   **C.** In the application of any of the foregoing provisions, when a holiday or regular day  
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick  
8 leave account nor bereavement leave credit.

9                   **D. Family Defined** - Immediate family means, as used in this article: spouse,  
10 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the  
11 employee, employee's spouse or employee's domestic partner.

12                   **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to  
13 three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
14 school attended by the employee's child provided; an employee requesting to use sick leave for this  
15 purpose will submit such request in writing specifying the name of the school and the nature of the  
16 volunteer services to be performed.

17                   **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled  
18 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
19 mileage, with the Department of Finance. The employee will report back to their manager/designee  
20 when dismissed from jury service.

21                   **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
22 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
23 This will include time required to complete any required interviews.

24                   **11.7 Military Leave** - A leave of absence for active military duty or active military training  
25 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
26 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
27 writing by the employee and accompanied by a validated copy of military orders ordering such active  
28 duty or active training duty.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2       **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental  
3 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary  
4 employees and their eligible dependents. The County will maintain the current level of benefits under  
5 its group medical, dental, vision and life insurance programs during the life of this Agreement except  
6 as may be otherwise provided for in Section 12.2.

7       **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee  
8 comprised of representatives from the County and the Labor Union Coalition. The function of the  
9 Committee will be to review, study and make recommendations relative to existing medical, dental and  
10 life insurance programs. The County and the Union will implement any changes in employee insurance  
11 benefits which result from any agreement of the Committee.

12       **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
13 continue to provide medical insurance coverage at no cost for active employees and their dependents  
14 for those months they are unable to work due to an on-the-job injury or on-the-job illness and are  
15 receiving no sick leave or vacation benefits. The total number of months of medical insurance  
16 coverage provided for under this Article shall not exceed twelve (12) months or the number of months  
17 for which the employee continues to receive paid sick leave and/or paid vacation leave benefits,  
18 whichever is the greater.

**ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

**13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

**13.2 Probation** - A regular employee will be recognized as having attained seniority status when such employee has completed a probation period equivalent of six (6) months worked based on a full-time workweek schedule in a classification covered by this Agreement. Upon completion of the probation period the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time workweek schedule will have his/her probation prorated based on the full-time workweek schedule for the work unit.

**13.2.1 Resumption of Probationary Period Upon Recall From Layoff** - In the event a regular employee is laid off during his/her probation period and is subsequently recalled to his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited with all days previously worked for purposes of satisfying his/her probation period and establishing his/her resultant classification seniority date.

**13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will continue to accrue seniority during an absence caused by an industrial disability. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days.

**13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 13.3.

**13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

**13.5 Seniority will be defined as follows:**

- "Classification Seniority" will be defined as regular employee's total length of

service within a specific classification covered by this Agreement.

- **"Division Seniority"** will be defined as a regular employee's total length of service within a division of a department covered by this Agreement.

- **"Departmental Seniority"** will be defined as a regular employee's total length of service within a department.

- **"Bargaining Unit Seniority"** for purposes of this Agreement, will be defined as a regular employee's total length of service within a classification(s) covered by this Agreement.

- **"County Seniority"** will be defined as a regular employee's total length of service with the County in a career service position.

**13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for either of the following causes:

- Discharge for just cause.
- Resignation; provided, however, in the event a regular employee who has completed his/her probation period is rehired to a classification covered under this Agreement within twelve (12) months from the date of his/her termination or resignation, the employee will then be credited with all his/her seniority credits previously existing on his/her last day worked.

**13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County will layoff the regular employee in the classification affected who has the least Classification Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification within the affected division of the department will be separated first. Where two (2) or more regular employees have the same Classification Seniority, the more senior employee will be the one who has the most seniority by applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

**13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-force, will be permitted to use his/her classification seniority to displace or "bump out" the least senior regular employee occupying the same classification. The employee will also be permitted to use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee occupying



1 a classification within which the bumping regular employee had previously attained seniority status;  
2 provided, however, regular employees in the Parks Division, who were in a classification covered by  
3 this Agreement prior to January 1, 1992, will be grand-fathered into their classification and will not be  
4 subjected to or able to exercise the bumping rights provided for within this Section.

5 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to another  
6 regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out"  
7 the least senior regular employee in a similar manner.

8 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be  
9 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the  
10 work of the position for which he/she is recalled. A regular employee will be removed from the recall  
11 list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to  
12 accept or report to work after being recalled, or the employee requests to be removed from the recall  
13 list.

**ARTICLE 14: MISCELLANEOUS**

**14.1 Seniority Lists** - The County will transmit to the Union a current listing of all employees in each appendix in February and August of each year, beginning in the year 2000. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

**14.2 Contracting of Work** - The County will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

**14.3 Election to Union Office** - An employee elected or appointed to an office in the Union which requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application.

**14.4 Mileage Reimbursement** - All employees who have been authorized to use their own transportation on County business will be reimbursed at the rate established by County ordinance.

**14.5 Road and River Improvement Employees** - All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when the employee returns from the field to such headquarters.

**14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement weather as needed.

**14.7 King County Labor-Management Committee(s)** - The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Union agrees to establish labor-management committee(s) where mutually agreed.

1           **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly  
2 payroll plan, the parties agree to adopt the plan.

3           **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
4 representatives to post on designated County bulletin boards the announcement of meetings, election  
5 of officers, and other Union material; provided, there is sufficient space beyond what is required by the  
6 County for normal business operations.

7           **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities including  
8 attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift,  
9 without a loss of regular compensation, if excused from work by the employee's manager/designee.

10           **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
11 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will  
12 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
13 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

14           **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
15 employees for the term of this Agreement.

16           **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees  
17 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice  
18 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring will  
19 conform to the individual Apprenticeship Standards, and apprentices hired will be term limited  
20 temporary employees.

21           **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
22 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
23 employees within the classification within the bargaining unit. Any regular member of the bargaining  
24 unit holding a position within the same classification as that of the vacant position will be given the  
25 opportunity to apply for the position. The appointment will be made to the applicant who the County  
26 determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and  
27 ability of the applicants are equal, the position will be awarded on the basis of classification seniority.

**ARTICLE 15: GRIEVANCE PROCEDURE**

**15.1 Purpose** - The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

**15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

**15.3 Grievance Definition** - A grievance will be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

**15.4 Exclusive Representative** - The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.

**15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to Step 1.

**15.6 Resolutions are Final and Binding** - The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County will be final and binding upon all parties to the dispute.

**15.7 STEP 1** - A grievance will be presented in writing by the shop steward or the Union representative within fourteen (14) days of the occurrence or knowledge of such grievance to the employee's immediate supervisor. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The supervisor will attempt to adjust the matter with the Union representative and notify the same within fourteen (14) days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14) days after receiving the

supervisor's written decision, the grievance will be presumed resolved.

**STEP 2** - The grievance will be presented in writing to the manager/designee for investigation, discussion and written reply. The manager/designee will meet with the employee and Union to discuss the grievance within fourteen (14) days of the receipt of the Step 2 grievance. The manager/designee will issue a written decision to the employee and the Union within fourteen (14) days following the discussion. If the Union does not pursue the grievance to STEP 3 within fourteen (14) days after receiving the manager/designee written decision, the grievance will be presumed resolved.

**STEP 3** - The grievance will be presented in writing to the Director of OHRM/designee who will notify the Union of the need to form a joint committee of equal representation from the Union and the County with a maximum of two (2) people for each side. The Committee will schedule a meeting for the purpose of resolving the grievance within thirty (30) days after receiving the written grievance.

**15.8 Arbitration** - Should the Committee be unable to resolve the grievance, either the County or the Union may make a written request of the other party for arbitration within thirty (30) days following the Committee's written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

**15.8.1 Selection Process** - The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7) names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. The remaining name will serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be final and binding upon all parties to the dispute.

**15.8.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new

1 agreements, but will have the power only to apply and interpret the provisions of this Agreement in  
2 reaching a decision.

3 **15.8.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally by the  
4 County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will  
5 be paid equally by the County and the Union. Each party will pay the cost of any witnesses appearing  
6 on its own behalf.

7 **15.9 Timelines** - Timelines under this Article may be extended by mutual agreement of the  
8 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the  
9 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

10 **15.10 Mediation** - Either party can request mediation of the other party prior to arbitration.  
11 If both parties agree to mediation an impartial and mutually agreed upon mediation service will be  
12 used to mediate the grievance. In the event that the grievance is not resolved in mediation either party  
13 may proceed to arbitration.

**ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

**16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the involved Union will take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date his automatic resignation became effective.

**16.2 Employer Protection** - Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union will immediately, in writing, order such members to immediately cease engaging such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union will publicly order such Union members to cease engaging in such work stoppage.

**16.3 Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article will be subject to disciplinary action in accordance with the County's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

**ARTICLE 17: WAIVER CLAUSE**

**17.1** The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.



**ARTICLE 18: SAVINGS CLAUSE**

**18.1** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

**ARTICLE 19: DURATION**

**19.1 Duration** - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and will be effective January 1, 1999 and will continue in full force and effect through December 31, 2001.

**19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to December 31, 2001.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2000

By \_\_\_\_\_  
King County Executive

JOINT CRAFTS COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John A. Williams  
Co-Chairman

The UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pacific Northwest Regional Council of Carpenters

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Association of Machinist & Aerospace Workers District No. 160, Local No. 289

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers Lodge No. 104

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Electrical Workers Local No. 46

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Teamsters Local No. 117

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Union of Operating Engineers Local No. 302

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Painters & Allied Trades District Council No. 5

By: \_\_\_\_\_ Date: \_\_\_\_\_  
United Association of Plumbers & Pipefitters Local No. 32

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Union of Operating Engineers Local No. 286

By: \_\_\_\_\_ Date: \_\_\_\_\_

Public Service and Industrial Employees Local No. 1239

**AGREEMENT**

**by and between**

**KING COUNTY**

**And**

**JOINT CRAFTS COUNCIL**

**SUBJECT: Roads Services Division**

The County and the Unions representing employees working in the Roads Services Division will continue their labor-management committee discussions to address issues such as how employees are assigned, mitigation of travel expenses, past practices, and other relevant factors relating to the assignment of employees to other than their normal designated work locations.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2000

By \_\_\_\_\_  
King County Executive

JOINT CRAFTS COUNCIL

By: \_\_\_\_\_  
John A. Williams  
Co-Chairman

Date: \_\_\_\_\_

## APPENDIX A

### Pacific Northwest Regional Council of Carpenters

Union Code(s): 0131A  
01797

#### **APPENDIX A: Pacific Northwest Regional Council of Carpenters**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8100100	Carpenter I	47	1-2-3-4-5 *
8100200	Carpenter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule Note: Effective 1/1/2000, rates will change as follows: Carpenter I=48, Carpenter II=52			

**A.1 Steps** - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, 5.2)

**A.2 Temporary Employees** - A temporary employee will be hired at Step 3. (Adds, 5.2) In addition, the County will pay the full hourly contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**A.3 Tools** - No employee will be required to furnish tools for work.

**A.4 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, 6.3)

## APPENDIX B

### International Association of Machinist & Aerospace

### Workers District No. 160, Local No. 289

Union Code(s): 0289A  
0289B

#### **APPENDIX B: International Association of Machinist & Aerospace Workers District No. 160, Local No. 289**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8422100	Millwright	48	1-2-3-4-5 *
	Mechanic/Automotive Machinist I-HD	48	1-2-3-4-5 *
8410200	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
	Mechanic/Automotive Machinist II-HD	52	1-2-3-4-5 *
8410200	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8431100	Heavy Equipment Body Repair Technician	48	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**B.1 Steps** - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

**B.2 Commercial Drivers License (CDL)** - All employees in a "HD" classification or who are assigned to Renton must possess a valid CDL while in pay status. The County will pay for required training and associated costs. The employee is responsible for any costs of a physical exam and the actual license. Employees are required to successfully obtain the CDL within six (6) months.

1 Employees who are employed with the County as of February 4, 2000 who fail to pass the CDL  
2 physical exam will not be separated from their position for having failed the physical exam except  
3 when the failed physical exam is due to a positive test for drugs or alcohol.

4 **B.3 ASE Certification** - A regular employee who holds one-half (1/2) of the ASE certificates  
5 available for his/her classification will receive a 2.5% premium. A regular employee who holds all of  
6 the available ASE certificates for his/her classification will receive a 5% premium. The ASE  
7 certificates must be valid in order to receive the premium. The premium is only paid in addition to the  
8 regular, base hourly rate of pay.

9 **B.4 Tool Allowance** - The County will pay an annual tool allowance of \$200.00 to each  
10 regular employee who is required to provide tools for work as a condition of employment. The Union  
11 and the County will meet and confer on the repair of employee owned power tools used for work.

12 **B.5 Work Units** - Work units will be defined as those County Divisions in which members are  
13 regularly assigned to work. (See, Article 6.3)

## APPENDIX C

### International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

Union Code(s): 0104A

#### **APPENDIX C: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8426100	Metal Fabricator	49	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**C.1 Steps** - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

**C.2 Temporary Employees** - A temporary employee will be hired at Step 3. (Adds, Article 5.2) The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**C.3 Apprenticeship** - It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The Apprenticeship Program will not conflict with Federal or Washington State Apprenticeship Laws, and will provide the following:

- The Seattle Boilermakers Labor/Management Joint Apprenticeship Training Committee



(JATC) will administer an apprenticeship program.

- The JATC will accept two (2) additional members from the County shops comprised of one selected by the County and one selected by the Union. These two (2) members will function as a subcommittee to the JATC.

- The sub-committee will work with the JATC and provide information regarding County rules, regulations, and work progress guidelines. The subcommittee will also provide input and advice regarding the needs of the County shop apprenticeship program and will make regular reports to the JATC.

- Apprentices will be covered by all of the terms and conditions of this Agreement, except wages, which will be paid as set forth below:

0000-1040 Hours	1041-2080 Hours	2081-4060 Hours
85% of Step 1	90% of Step 1	95% of Step 1

- Upon the successful completion of four thousand sixty (4060) hours of work in the Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in accordance with the County Personnel Guidelines.

- Upon attaining journey-person status, the employee will be subject to wage provisions of this Agreement.

**C.4 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Article 6.3)

## APPENDIX D

### International Brotherhood of Electrical Workers Local No. 46

Union Code(s): 0046A

#### **APPENDIX D: International Brotherhood of Electrical Workers Local No. 46**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8201100	Electrician I	53	1-2 *
8201200	Electrician II	57	1-2 *
8303200	Electronic Communication Technician II	50	1-2-3-4-5 **
8200100	Electrician Helper	37	1-2-3-4-5 **
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**D.1 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**D.2 High Voltage** - An employee assigned to and working at the Airport Division will receive a premium of five percent (5%) over his/her regular hourly rate of pay for each hour he/she works with high voltage (600 volts or more). (Note: This provision will be effective with the first full pay-period following the full ratification of the Agreement.)

**D.3 Apprenticeship** - The Union is excluded from provisions of Article 14.3, Apprenticeship Utilization, of the Agreement.

**D.4 Work Units** - Work units will be defined as those County Divisions in which members

are regularly assigned to work. (See, Article 6.3)

## APPENDIX E

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117A

#### **APPENDIX E: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9440200	Utility Worker II	39	1-2-3-4-5 *
	Crew Chief	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**E.1 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**E.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Classification seniority will be a primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a work-site location and/or days off; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the work-site location and/or days off; provided further, the employee must be capable of performing the work required. Crew experience mix will be recognized as an appropriate criteria in determining such assignment. In determining an assignment to a position opening, seniority will be given due consideration; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the position; and provided, further, the employee must be capable of performing the work required. (Supplants, Article 6.3)

**E.2.1** In the event a dispute should develop regarding the proper interpretation and/or administration of Section E.2, as it relates to position openings, the dispute will be heard by the

1 Labor/Management Dispute Board. The Board will be comprised of four (4) persons: two (2)  
2 selected by the County and two (2) selected by the Council. The Board, upon hearing the dispute, will  
3 issue a majority decision that is final and binding upon all parties.

4 **E.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs will be paid a minimum of  
5 two (2) hours at the overtime rate for each callout when required to return to work once having left  
6 the work-site upon completion of their shift. The division will continue the practice of Crew Chiefs  
7 taking County vehicles to their residence upon completion of their shift when the division determines  
8 that it is necessary; provided, however, the County shall retain exclusive right to assign vehicles to  
9 Crew Chiefs and/or to revoke such assignment at its exclusive discretion upon thirty (30) days notice.  
10 (Supplants, Articles 7.6 and 7.6.1)

11 **E.3.1** In the event the County elects to revoke its practice of Crew Chiefs taking County  
12 vehicles to their residence upon completion of their shift, Crew Chiefs shall be compensated for any  
13 callout at the four (4) hour minimum rate provided for within Articles 7.6 and 7.6.1.

14 **E.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions shall  
15 be hired from a current employment list.

16 **E.5 Work Units** - Work units will be defined as those County Divisions in which members are  
17 regularly assigned to work. For employees working in the Roads Services Division, work units will be  
18 determined by the Labor-Management Committee. (See, Article 6.3)

## APPENDIX F

### International Union of Operating Engineers Local No. 302

Union Code(s): 0302A

#### **APPENDIX F: International Union of Operating Engineers Local No. 302**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9324100	Equipment Operator	47	1-2-3-4-5 * +
	Equipment Service & Maintenance Specialist-HD	43	1-2-3-4-5 *
8503100	Pump Plant Operator	45	1-2-3-4-5 *
9203100	Vegetation Specialist	46	1-2-3-4-5 *
7540200	Wastewater Treatment Operator	47	1-2-3-4-5 *
8540400	Wastewater Treatment Senior Operator in Charge	55	1-2-3-4-5 *
8501100	Landfill Gas Operator I	47	1-2-3-4-5 *
8501200	Landfill Gas Operator II	55	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule + An employee working a 7-10 workweek schedule will be compensated at a monthly rate of pay equivalent to that received by an employee working a forty (40) hour workweek schedule.			

**F.1 Steps** - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

**F.2 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**F.3 Position Opening, Work Site Location, and/or Days Off Assignments - Classification**

seniority will be a primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a work-site location and/or days off; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the work-site location and/or days off; provided further, the employee must be capable of performing the work required. Crew experience mix will be recognized as an appropriate criteria in determining such assignment. In determining an assignment to a position opening, seniority will be given due consideration; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the position; and provided, further, the employee must be capable of performing the work required. (Supplants, Article 6.3)

**F.3.1** In the event a dispute should develop regarding the proper interpretation and/or administration of Section F.3, as it relates to position openings, the dispute will be heard by the Labor/Management Dispute Board. The Board will be comprised of four (4) persons: two (2) selected by the County and two (2) selected by the Union. The Board, upon hearing the dispute, will issue a majority decision that is final and binding upon all parties.

**F.4 4-10 Schedule** - In the event the Solid Waste Division determines to use an additional 4-10 work schedule, the Division and the Union will develop a mutually agreeable schedule and will allow employees to bid for placement on the schedule. (Modifies, Article 6.1.1)

**F.5 Hazardous Waste Site** - When a job site has been determined by the County to contain hazardous waste materials, as defined by local and national guidelines, the County will meet all requirements of NIOSH/OSHA/WISHA/EPA or other laws pertaining to site specific education, training and safety requirements. The County is agreeable to meet and resolve issues on short notice if questions arise; however, the parties agree that this section is not subject to the provisions of the Grievance Procedure.

**F.6 7-10 Schedule** - Workweek schedules of 7 days on and 7 days off (scheduled over two FLSA workweeks) are established in the Solid Waste Division. Each workday will be 10 hours exclusive of the meal period. (See, Article 6.1.2)

**F.6.1 Overtime** - An employee working a 7-10 work schedule will be compensated at the rate

of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of ten (10) hours per day or seventy (70) hours in a 7-10 work schedule. However, when the hours worked by an employee are to attend bonafide training sessions, safety meetings or other activities agreed to between the Union and the County and are in excess of ten (10) hours per day or seventy (70) hours in any fourteen (14) day period, the employee will be compensated at his/her straight time rate of pay up to a maximum of ten (10) hours in a 7-10 work schedule, unless otherwise required by law. (Modifies, Article 7)

**F.6.2 Holidays** - An employee on a 7-10 workweek schedule will receive New Years Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid at the rate of time and one-half (1-1/2) for work performed on Martin Luther King's Birthday (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), and the day after Thanksgiving. (Supplants, Article 8)

**F.6.3 Vacation** - The vacation accrual rate for regular employees who are assigned to a 7-10 workweek schedule as of January 1, 1996 and have continued to remain on the workweek schedule will receive vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table. (Adds, Article 9.1)

Through end of year 3	.0460
Upon beginning of year 4	.065934
Upon beginning of year 11	.0769
Upon beginning of year 13	.087912
Upon beginning of year 19	(Article 9.1)

**F.6.4 Sick Leave Accruals** - A regular employee assigned to a 7-10 workweek schedule as of January 1, 1996 will accrue sick leave in proportion to the relationship his/her basic work week bears to forty (40) hours. (Adds, Article 10.1)



**F.6.5 Vacation and Sick Leave Accruals** - An employee who qualifies for the above vacation (F.6.3) and sick leave (F.6.4) accrual schedules but changes from a 7-10 workweek schedule to a 5-8 or 4-10 workweek schedule, will only be eligible to receive vacation accruals as provided under Articles 9.1 and 10.1.

**F.7 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. For employees working in the Roads Services Division work units will be determined by the Labor-Management Committee. (See, Article 6.3)

## APPENDIX G

### International Brotherhood of Painters & Allied Trades District Council No. 5

Union Code(s): 0300A  
1094A  
1982A

#### **APPENDIX G: International Brotherhood of Painters & Allied Trades District Council No. 5**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8101100	Painter I	47	1-2-3-4-5 *
8101200	Painter II	51	1-2-3-4-5 *
8103100	Sign Painter I	47	1-2-3-4-5 *
8103200	Sign Painter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**G.1 Steps** - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

**G.2 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**G.3 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Article 6.3)

## APPENDIX H

### United Association of Plumbers & Pipefitters Local No. 32

Union Code(s): 0032A  
0032C

#### **APPENDIX H: United Association of Plumbers & Pipefitters Local No. 32**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8500100	Plumbing and Mechanical I	52	1-2 *
8500200	Plumbing and Mechanical II	56	1-2 *
5319100	Plumbing Inspector	55	1-2 *
5319200	Senior Plumbing Inspector	59	1-2 *
9202100	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	Plumber Helper	37	1-2-3-4-5 **
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**H.1 Temporary Employees** - The County will pay the full hourly contribution rate in to the medical portion of the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

**H.2 Tools and Protective Clothing** - The County will provide all tools and protective clothing required to perform the assigned work.

**H.3 Licenses** - The County will pay the actual cost of any license required by the County, except Commercial Driver's License.

**H.4 Work Units** - Work units will be defined as those County Divisions in which members are

regularly assigned to work. (See, Article 6.3)

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## APPENDIX I

### Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

Union Code(s): 0008A  
0008B

#### **APPENDIX I: Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9500200	Cook-Baker	43	1-2-3-4-5 *
	Lead Cook-Baker	47	1-2-3-4-5 *
9500100	Cook Helper	24	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**I.1 Compensatory Time** - If requested by the employee and agreed to by the Division Manager/designee, compensatory time off in lieu of overtime compensation may be authorized. (Supplants, Article 7.4)

**I.1.1** Compensatory time off in lieu of overtime will be earned at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

**I.1.2** A maximum of forty (40) hours of compensatory time off may be accumulated.

**I.1.3** Accrued compensatory time off will be expended within the calendar year in which it is earned, unless through mutual agreement between the employee and the County, the employee is allowed to carry the accumulation into the ensuing year.

**I.1.4** Notwithstanding the provisions of Section I.1.3, compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

**I.2 Direction of Staff/Inmates** - Cook-Bakers, Lead Cook-Bakers and Cooks Helpers may

1 be required to direct other staff and/or inmates in the performance of their regular duties.

2 **I.3 Promotion** - The County welcomes and encourages employees to apply for promotional  
3 opportunities.

4 **I.4 Wellness Incentive Plan** - Employees within the bargaining unit who, during a payroll  
5 year (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25)  
6 hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be  
7 used in the following calendar year.

8 **I.5 Shift Differential** - The provisions of Articles 6.21 and 6.2.2 relating to shift differential  
9 will not apply to members of this bargaining unit.

10 **I.6 Schedule and Shift** - Full time Employees shall be required to work a full 40-hour  
11 workweek exclusive of the meal period. The Standard shift will be 8 hours exclusive of the meal  
12 period.

13 **I.7 Work Units** - Work units will be defined as those County Divisions in which members are  
14 regularly assigned to work. (See, Article 6.3)

15 **I.8. Temporary Employees Medical** - The County will pay the full hourly contribution rate  
16 into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for  
17 each hour in pay status. (Modifies, Article 5.4)

## APPENDIX J

### International Union of Operating Engineers Local No. 286

Union Code(s): 0286A

#### **APPENDIX J: International Union of Operating Engineers Local No. 286**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8502200	Operating Engineer II	47	1-2-3-4-5 *
8502300	Operating Engineer III	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**Operating Engineer II** - This classification is based upon the employee's willingness to rotate on an annual basis, through shifts and assignments as required. The changes in shift and assignment shall be made on September 1st of each year. Facilities management will post the rotating schedule for the time period covered by the Agreement. The rotating schedule will contain only one revolving shift (two swings, two graveyards, one day). In addition, the employee must:

- Possess a Grade #3 Steam Engineer License and a Refrigeration Operating Engineer's license,
- Be available for (a) call out on off days or off shifts and (b) standby for which appropriate premiums would be paid,
- Be qualified or be able to become qualified as a journeyman on the computer, mechanical fan or compressor repair, pneumatics.

**Operating Engineer III** - The County may elect to compensate the employee currently (as of the effective date of this Agreement) occupying the position at a rate in excess of the minimum set

1 forth in the Agreement.

2       **J.1 Steps** - An employee who is hired into a regular position and who has successfully  
3 completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and  
4 advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

5       **J.2 Licenses** - The County will pay the actual cost of any license required by the County,  
6 except CDL.

7       **J.3 Filling Of Vacant Shifts** - In the event a shift becomes permanently vacant, notice of the  
8 vacancy will be posted. The notice will have the date and hour of its posting and it will remain posted  
9 for seventy-two (72) consecutive hours. Regular employees who desire to work the vacant shift will  
10 indicate so by signing the posted notice. The employee with the greatest bargaining unit seniority will  
11 be assigned to the vacant shift; provided however, he/she is qualified to handle the work. Questions  
12 relating to the qualifications of an employee who has designated his/her interest will be decided  
13 through the grievance procedure. (Supplants, Article 6.3)

14       **J.4 Overtime Work** - Overtime work will be divided and rotated as equally as possible  
15 amongst those employees who desire overtime work. Employees will indicate their availability for  
16 overtime work by placing their names on the overtime roster which will be posted in the workplace at  
17 all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III.  
18 (Supplants, Article 7.2)

19       **J.5 Vacation Preference** - Vacation preference requests for a period beginning March 1st  
20 through the following March 1st must be received by Management not later than February 1st of the  
21 preceding twelve (12) month period during which the vacation is being requested. Upon receipt of the  
22 request, a vacation schedule will be developed and posted on or before March 1st. Vacation  
23 preference requests will be granted on the basis of bargaining unit seniority provided that essential  
24 operations are properly staffed at all times. All vacation requests made after February 1st will be  
25 granted only with the mutual agreement of Management and the employee. (Supplants, Article 9.9)

26       **J.6** The county will provide four (4) uniforms to employees and replace them as needed.

27       **J.7 Work Units** - Work units will be defined as those County Divisions in which members are  
28 regularly assigned to work. (See, Article 6.3)



**APPENDIX K**

**Public Service and Industrial Employees Local No. 1239**

Union Code(s): 1239A

**APPENDIX K: Public Service and Industrial Employees Local No. 1239**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9440100	Utility Worker I	35	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**K.1. Retirement** - All employees hired prior to January 1, 1990, will continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle City Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement system will be made in accordance with the respective applicable City of Seattle Ordinance(s), County Ordinance(s), or State Law.

**K.2 Seniority** - Effective upon signature of the Agreement, Utility Worker I's in positions represented by Local 1239 will have their continuous service in the classification of Utility Laborer included for purposes of determining classification seniority.

## APPENDIX L

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117B  
0117H  
0117M

#### **APPENDIX L: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9410100	Equipment Services & Maintenance Specialist	39	1-2-3-4-5 *
	Equipment Services & Maintenance Specialist-HD	43	1-2-3-4-5 *
9442100	Bridge Tender	30	1-2-3-4-5 *
5220100	Security Officer	36	1-2-3-4-5 *
4300200	Customer Service Specialist II	36	1-2-3-4-5 *
	Parking Attendant	31	1-2-3-4-5 *
2211100	Inventory Purchasing Specialist I	38	1-2-3-4-5 *
2211200	Inventory Purchasing Specialist II	43	1-2-3-4-5 *
2211300	Inventory Purchasing Specialist III	47	1-2-3-4-5 *
9320200	Assistant Election Distribution Center Supervisor	41	1-2-3-4-5 *
9320300	Election Distribution Center Supervisor	50	1-2-3-4-5 *
9320100	Election Equipment Technician	34	1-2-3-4-5 *
	Utility Worker Assistant	29	1-2-3-4-5 *
9326100	Vehicle Dispatcher	37	1-2-3-4-5 *
9321100	Truck Driver I	36	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

1           **L.1 Temporary Employees** - The County will pay the full hourly contribution rate in to the  
2 medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in  
3 pay status. (See, Article 5.4)

4           **L.2 Bridge Tenders** - Bridge Tenders can bid for their shift at least once per year and when a  
5 position is vacant. Bidding will be based on classification seniority.

6           **L.3 Security Officers** - The workweek schedule for Security Officers is 3 - 13 hours shifts.  
7 (See, Article 6.1.2) When the hours worked during a shift occur on a holiday, all such hours will be  
8 paid at the rate of time and one-half (1-1/2) the employee's regular, base hourly rate of pay.  
9 (Modifies, Article 7.1)

10          **L.4 Work Units** - Work units will be defined as those County Divisions in which members are  
11 regularly assigned to work. (See, Article 6.3)

## APPENDIX M

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117S

#### **APPENDIX M: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
5220100	Security Officer	36	1-2-3-4-5 *
	Security Sergeant	40	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**M.1 Electronic Premium** - A Security Officer who is assigned in writing by the Security Chief/designee to perform electronic technician work will receive a premium of 5% of the employee's regular, base hour rate of pay. Pay is for actual hours assigned.

**M.2 Temporary Employees Medical** - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (Modifies, Article 5.4)

**M.3 Hours of Work** - The establishment of shifts, schedules and work assignments are vested solely with the manager/designee and may be changed from one posted work schedule to another. (Supplants, Article 6)

**M.3.1 Schedule Requests** - Employees will submit their requests for shifts, schedules and work assignments in writing to the Security Chief/designee. The request must be submitted by the tenth (10<sup>th</sup>) day of each month for the next month work schedule. Each timely submitted request will be considered on factors such as, but not limited to, the employee's ability to do the work, seniority

1 and the needs of the County. Copies of the work schedule will be available to each employee and they  
2 are responsible for knowing their assignments.

3 **M.3.2 Change in Schedule** - If a regular employee's posted work schedule is changed with  
4 less than seven (7) days notice, all hours worked for the first shift of the new work schedule will be at  
5 the overtime rate of pay.

6 **M.3.3 Temporary Employees' Assignments**- Temporary employees may be assigned at any  
7 time and are not eligible for overtime as provided herein, except as provided by law.

8 **M.3.4 Shift Trades** - Regular employees may trade shifts with the approval of the Security  
9 Chief/designee. Requests for changing shifts must be submitted in writing at least fourteen (14) days  
10 prior to the change. In no case will the trading of a shift result in the payment of overtime wages for  
11 anyone involved in the trade.

12 **M.3.5 Special Shift** - A regular employee who is scheduled to work a "special shift", as  
13 determined by the Security Chief/designee, will receive four (4) hours of regular straight-time wages if  
14 such "special shift" is cancelled with less than twenty-four (24) hours advance notice. Such payment  
15 shall not be used for the purpose of calculating the compensable hours for overtime payment.

16 **M.4 Layoff** - Prior to any layoff of a regular employee, temporary employees will be  
17 separated first. In the event of a lay-off, part-time regular employees will be laid-off before full-time  
18 regular employees. (Modifies, Article 13.7) Except as otherwise provided herein, seniority provisions  
19 under Article 13 will apply.

**APPENDIX N**

**International Brotherhood of Teamsters Local No. 117**

Union Code(s): 0117J

**APPENDIX N: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
3120400	Chemical Dependency Program Screener	36	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**N.1 Temporary Employees** - The County will pay the full hourly contribution rate in to the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (Modifies, Article 5.4).

**N.2 Shift Premiums** - Employees covered by this Appendix will receive the following shift premiums. To qualify for the shift premium at least 50% of an employee's scheduled hours must be after 4:10 PM. (Supplants, Articles 6.2.1 and 6.2.2)

Swing Shift	\$100 per month
Graveyard Shift	\$100 per month

**N.3 Bid Postings** - The provisions of Article 6.3 (Bid Postings) will not apply to this bargaining unit.

**N.4 Schedule Change** - Employees will be given no less than 48 hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to

1 provide adequate levels of staffing. (Supplants, Articles 6.3.1, 6.4, 6.5, 6.6 et seq.)

2       **N.5 Clothing Allowance** - Employees will be provided \$75 on January 5 and July 5 each year  
3 for clothing maintenance.

4       **N.6 Personal Property** - Employees who unavoidably suffer a loss or damage to personal  
5 property while on duty will have property repaired or replaced at County expense. Reimbursement for  
6 non-essential personal property will not exceed one hundred and fifty dollars (\$150.00).

7       **N.6.1** Reimbursement for essential personal property will not exceed one hundred and fifty  
8 dollars (\$150.00); unless the replacement cost is greater for a necessary item such as prescription  
9 glasses and hearing aids. Facility management, to minimize its loss expense, may issue a policy as to  
10 which items which will be brought on the premises at the employee's own risk, like expensive leather  
11 jackets and jewelry (other than wedding bands).

**APPENDIX O**

**International Brotherhood of Teamsters Local No. 117**

Union Code(s): 0117Q

**APPENDIX O: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
7423	Security Screener	26	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**O.1 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the temporary for each hour in pay status. (See, Article 5.4)

**O.2 Work Schedule** - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given seven (7) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice. The provisions of Articles 6.2.1 and 6.2.2 (shift premium) will not apply to employees covered under this Appendix. (Supplants, Article 6)

**O.3 Polygraph** - Employees under this Appendix are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.